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REMARKS

Claims 1-15 are pending, with claims 1, 6, and 10 being independent. Dependent claims 14 and 15 have been added. Claim 8 stands rejected under 35 U.S.C. 112, second paragraph. Claims 1-13 stand rejected under 35 U.S.C. 103(a) as unpatentable over Cilurzo in view of Constant.

112 rejection

Claim 8 has been amended to recite "the prepaid balance stored in the pay system has reached a predetermined value." Claim 8 as amended particularly points out and distinctly claims the inventive subject matter. Withdrawal of the 112 rejection is respectfully requested.

103 rejection

Claim 1 recites among other things:

determining software license settlement information from the output information; and

sending the determined software license payment information to a pay system for automatic payment of the software license fee for the service program to the licensor.

The Examiner cites Cilurzo and Constant as a basis for the 103 rejection. Applicants respectfully disagree because, as will be shown below, neither of the cited prior art references teaches or suggests that a licensee pays to a licensor only after a licensed program/product has been actually used by an end user.

CILURZO

This reference discloses a system in which end users, for example, radiologists, pay "a fixed or use related monthly fee ... for the software." (See Cilurzo, column 2, lines 38-40) Radiologists send their dictation to a central location where it is processed by a speech recognition software. (See Cilurzo, column 2, lines 21-26; column 3, lines 53-56)

Cilurzo teaches that radiologists-licensees pay a license fee for using a speech recognition software to a software operator. (See Cilurzo, column 2, lines 40-45) As the Examiner correctly states on page 4, lines 3-4 of the Office Action, Cilurzo neither

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teaches nor suggests a pay per usage method. Cilurzo is silent as to how a manufacturer of a software and an operator of a private network relate to each other. In contrast, a feature of the invention, as recited in amended claim 1, is a pay-per-use payment of a license fee made by an operator of service arrangement to a licensor only after the licensee has rendered services to a user and has determined output information relevant to the rendered services.

CONSTANT

The Examiner cites Constant in attempt to remedy the above-discussed drawbacks of Cilurzo. The Examiner is incorrect, with all due respect. In a first embodiment, Constant teaches that a manufacturer of equipment to be tested purchases "a combinational circuit board tester ... and a pool of usage credits" from a manufacture of the board tester. (See Constant, column 4, lines 5-21) Once the purchased credits, which are paid for in advance, are used up, the manufacturer of equipment to be tested has to purchase an additional pool of credits by paying to the board tester's manufacturer. *Id*. In other words, the manufacturer of the tester sells the pool of credits to the manufacturer of equipment to be tested before the latter begins to use the licensed software. In contrast, amended claim 1 recites that an end user pays to an operator of an arrangement service and the latter pays to a licensor after the end user actually employs the arrangement service.

In a further embodiment, Constant teaches adding to the above discussed scenario a network operator - a licensee - that pays a license fee to a manufacturer of a tester for software packages and for a pool of usage credits upfront, i.e., before end users can use the licensed software. Once the network operator, a licensee, has sold out the purchased pool of credits to at least one user, the operator must purchase a new pool of credits from the manufacturer of the tester by paying for the credits before the operator renders its services to end users. (See constant, column 3, lines 52-67 and column 4, lines 1-14) In contrast, claim 1 of the application recites that a payment by a service arrangement to a licensor is made only after the service arrangement has rendered its service to a user.

A combination of Cilurzo and Constant falls far short of a method recited in claim 1 since neither of the cited references teaches a per-use payment of a license fee by a service arrangement to a licensor, which payment is based on an output information

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regarding the service that has been actually rendered by the service arrangement to a user. Consequently, claim 1 is patentable over the cited combination.

Claim 2-5 and 12-13 depend from claim 1 and, thus, are patentable as well. Independent claims 6 and 10 have been amended to distinguish respective recited structures from the cited prior art references based on the limitations and reasons which are discussed in reference to claim 1. Therefore, these claims are patentable, too. Claims 7-9 and claim 11 depending from claims 6 and 10, respectively, are patentable as well. New claims 14 and 15 depend from claim 1. Reconsideration and withdrawal of the 103 rejection are respectfully requested.

Conclusion

The rest of the references made of record all but one, Frison et al, disclose various modifications of a speech-to-text system. Frison discloses a standard pay per usage license payment system and cannot cure the deficiencies of the Cilurzo/Constant combination. Based on all of the above, it is respectfully submitted that the present application is now in proper condition for allowance. Prompt and favorable action to this effect, and early passing of this application to issue, are respectfully solicited.

The Examiner is respectfully requested that priority date of the current application be acknowledged.

Note that no new matter has been introduced into Applicants' claims, and, therefore, no new search is needed.

Should the Examiner have any comments, questions, suggestions or objections, the Examiner is respectfully requested to telephone the undersigned in order to facilitate reaching a resolution of any outstanding issues.

No additional fees are presently required.

Respectfully submitted,

By



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